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E-filing

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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA,

CV 08

Case No.

*S. Co*  
SLM

11 Plaintiff,

12 v.

COMPLAINT  
(Student Loan\Debt Collection Case)

13 MAHBOUBEH BARGHISAVAR  
aka SHARON BARGHI  
14 aka SHARON MAALI,

15 Defendant(s).  
16

17 Plaintiff, through its attorney, alleges:

18 1. Jurisdiction: The Court has jurisdiction of this action under 28 U.S.C. Section  
19 1345.

20 2. Defendant resides in the Northern District of California.

21 3. Defendant owes plaintiff \$6,769.60, plus additional interest according to the

22 Certificate of Indebtedness, a copy of which is annexed hereto as Exhibit A.

23 WHEREFORE, plaintiff demands judgment against defendant for the sum of

24 \$6,769.60, additional interest to the date of judgment, attorney's fees in the amount of  
25 33.33% of the debt, and court costs.

26 Date: May 15, 2008



27 LAW OFFICE OF MICHAEL COSENTINO  
By: MICHAEL COSENTINO  
28 Attorney for the Plaintiff  
United States of America

FILED  
08 MAY 22 AM 10:07  
CLERK'S OFFICE, N.D. OF CALIFORNIA  
BY CLERK'S STAFF

**U.S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

Mahboubeh Barghisavar  
 Aka: M. Barghisavar  
 13690 Fortuna Ct.  
 Attn: Sharon Barghi  
 Saratoga, CA 95070-5242  
 Account No: 1999

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 10/23/07.

On or about 04/26/94, the borrower executed a promissory note to secure a loan of \$6,276.00, from Eduaid at a variable rate of interest to be established annually by the Department of Education. This loan obligation was guaranteed by United Student Aid Funds, Inc. and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et. seq. (34 CFR Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 03/21/96, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$6,769.60 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 08/28/06, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal	\$6,769.60
Interest:	\$3,893.19
Total debt as of 10/23/07:	 \$10,662.79

Interest accrues on the principal shown here at the current rate of 8.02% and a daily rate of \$1.49 through June 30, 2008, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 12/6/07

  
 Leah P. Francisco  
 Loan Analyst  
 Senior Loan Analyst  
 Litigation Support

**EXHIBIT A**